

[ ] AMENDED

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TENNESSEE

In re:

Case No.:

(1) Eric Charles Grayson

(2)

Debtor(s).

Chapter 13

CHAPTER 13 PLAN

ADDRESS:

(1) 10023 Gosling Circle N, #301 (2)  
Cordova, TN 38016

PLAN PAYMENT:

Debtor (1) shall pay: \$ 550.00 ( ) weekly, ( ) every two weeks, ( X ) semi-monthly, or ( ) monthly by:

( X ) PAYROLL DEDUCTION from: OR ( ) DIRECT PAY  
Kuehne & Nagel, Inc., 10 Exchange Place, 19<sup>th</sup> Floor, Jersey City, NJ 07302

Debtor (2) shall pay: \$ ( ) weekly, ( ) every two weeks, ( ) semi-monthly, or ( ) monthly by:  
( ) PAYROLL DEDUCTION from: OR ( ) DIRECT PAY

1. THIS PLAN [Rule 3015.1 Notice]:

(A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ( ) YES ( X ) NO  
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION OF THE  
COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8] ( X ) YES ( ) NO  
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. ( ) YES ( X ) NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ( ) Included in Plan; OR ( X ) Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

4. DOMESTIC SUPPORT:

Monthly Plan Payments

Paid by: ( ) Debtor(s) directly, ( ) Wage Assignment, OR ( X ) Trustee to:

Payee: Alea Polite c/o Div of Child Support Enforcement East Virginia District Office

ongoing payment begins: 5/1/2020 \$ 370.00

approximate arrearage: \$ 9,469.00 \$ 158.00

5. PRIORITY CLAIMS:

Amount

Monthly Plan Payments

6. HOME & MORTGAGE CLAIMS:

( ) Paid directly by Debtor(s); OR ( ) Paid by Trustee to:

Mortgagee:

ongoing payment begins: \$

approximate arrearage: \$ Interest: 0 % \$

Collateral:

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)] Value of collateral Rate of interest Monthly plan payment

GM Financial \$ 16,571.00 14% \$ 386.00

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

| [Retain lien 11 U.S.C. §1325 (a)] | <u>Value of collateral</u> | <u>Rate of interest</u> | <u>Monthly plan payment</u> |
|-----------------------------------|----------------------------|-------------------------|-----------------------------|
| American First Finance            | \$ 655.00                  | 6%                      | \$ 13.00                    |

9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALLY REASONABLE DISPOSAL OF COLLATERAL:  
Collateral:

10. SPECIAL CLASS UNSECURED CLAIMS: Amount Rate of interest Monthly plan payment

11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS: Not provided for OR General unsecured credotpr

US Dept of Ed/Great Lakes NOT PROVIDED FOR

12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):

13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.

14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$ 8,000.00 however, amount is to be determined after all claims are filed, undersecured amounts determined, deficiencies determined, etc.

15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:

(A) ( ) \_\_\_\_%, OR,

(B) ( X ) THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.

16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS: Assumes OR Rejects

17. COMPLETION: Plan shall be completed upon payment of the above, approximately 60 months.

18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.

19. NON-STANDARD PROVISION(S):

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID

20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.

/s/ Philip F. Counce DATE: 2/21/2020  
Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)